

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF VERMONT

WCW, INC.,)
)
Plaintiff,)
)
v.) Case No. 5:19-cv-243
)
ATLANTIS INDUSTRIES, INC. and)
KEVIN DYEVICH,)
)
Defendants / Counter-Claimants /)
Third-Party Plaintiffs,)
)
v.)
)
M.P.L., LTD., BAHAMAS; M.P.L., INC.,)
BELIZE; JOHN M. WILKINSON; and)
WCW, INC.,)
)
Third-Party Defendants, Counter-)
Claim Defendants)

REQUEST FOR SUPPLEMENTAL BRIEFING

This case started out as a declaratory action seeking a determination that plaintiff WCW, Inc. is not subject to the arbitration clause in a contract. (Doc. 1.) Defendants have answered and filed a counterclaim seeking damages for breach of that contract. (Doc. 18.) Neither the answer nor the counterclaim takes any position concerning arbitration. *See Fed. R. Civ. P. 8(c)(1).*

It appears that Defendants may have elected to pursue their substantive contract claim here in federal court in place of the arbitration pending in New Jersey. The court requests that Defendants file a memorandum addressing that issue as well as the related question of whether arbitrability is an issue to be determined by the court or the arbitrator. The memo shall be filed

within 10 days. Plaintiff has 10 days thereafter to respond. Any reply shall be filed within 5 days.

SO ORDERED.

Dated at Burlington, in the District of Vermont, this 18th day of November, 2020.

/s/ Geoffrey W. Crawford
Chief Judge
United States District Court